EXHIBIT F

EMPLOYMENT AGREEMENT

This employment agreement ("the Agreement") is freely entered into this day of , 2002, by and between Fiber Systems International, Inc. ("Employer") and , ("Employee").

For and in consideration of the facts, mutual promises and covenants contained herein and intending to be legally bound thereby, Employer and Employee agree as follows:

1. **Employment**.
The Employer desires to employ and the Employee desires to be employed by the Employer in accordance with the terms and conditions set forth in the Agreement. **Employee represents that by signing this Agreement he has read it and is entering into it voluntarily. Employee further represents that this Agreement will be binding throughout the term of his employment with Employer, irrespective of what title or position Employee may subsequently hold by way of promotion, transfer, or reassignment.**

2. **Position/Title**.
Employer and Employee agree that Employee shall be employed as of the **day of** , **2002.** Employee's initial position / title shall be: .

3. **Duties**.
During the term of employment, the parties acknowledge that the Employer may from time to time assign additional or other duties to Employee. Employee represents that any license or certification necessary to perform these duties legally in the State of Texas is current and in good standing.

4. **Performance**.
During the term of employment under the Agreement, the Employee shall devote on a full-time basis all of his time, energy, skill and best efforts to the performance of his duties hereunder in a manner that will faithfully and diligently further the business and interests of the Employer. The Employee shall comply with the employment policies created by the Employer as they exist from time to time as applicable generally to the Employer's employees. The Employee shall not work either on a part-time or independent contractor basis for any other business or enterprise during the term of employment under this Agreement without Employer's written consent.

5. **Compensation**.
(a) For the service rendered by the Employee to the Employer, Employee shall receive an annual ***base salary*** of dollars, payable in reasonable periodic installments in accordance with Employer's regular payroll practices in effect from time to time. The base salary will be reviewed periodically by the Employer or as mandated by the policies established by the Board of Directors and/or Officers of Employer.

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(b) In addition to Employee's base salary set forth in 5(a) above, Employee shall be eligible to participate in such monthly, quarterly or annual ***bonus plans*** based upon the performance of the Employer and the Employee's contribution to such performance as may be approved by the Board from time-to-time.

(c) During the Term, the Employer shall pay or reimburse the Employee for all reasonable travel and other ***expenses*** incurred by the Employee in performing his obligations under this Agreement in accordance with the policies and procedures of the Employer, provided that the Employee properly accounts for such expenses in accordance with the regular policies of the Employer.

(d) In accordance with the regular policies of the Employer, the Employee shall be entitled to ***paid sick leave and vacation*** time, during which his compensation as described in this Agreement shall be paid in full. Such sick leave time shall be limited to use for actual personal or family illness; and, vacation shall be taken at times consistent with the effective discharge of the Employee's duties.

(e) Employee shall be entitled to certain paid ***holidays*** to be designated from time to time by Employer, per calendar year.

(f) As another form of compensation, and particularly as part of the consideration for the **Non-Compete Agreement** ancillary to this Agreement, Employee *may* receive ***specialized knowledge and training*** in the areas of design, manufacturing techniques and marketing of fiber optic cabling and connectors, contract manufacturing for the military specifications market, vendor identities and relations, customer identification and relations, developing technology concepts in fiber optic communications; and, in the other areas on a need to know basis or when otherwise designated by the Employer.

Employee *may* also, from time-to-time, be sent to trade shows and other industry related events or seminars to further his education and expertise in Employer's industry and operations.

6. **Additional fringe benefits.**

(a) During the Term, the Employee shall be entitled to participate in or receive benefits under any plan or arrangement made available by the Employer to its employees generally ***(including any health, dental, disability, cafeteria plans, and life insurance programs***), subject to and on a basis consistent with the terms, conditions and overall administration of such plans and arrangements. Any such plan or arrangement shall be revocable and subject to termination or amendment at any time.

(b) During the employment term, the Employee may be entitled to other benefits offered by Employer.

Company Initial:_____ Employee Initial: _______

7. **Employment termination.**

(a) The Employer may terminate Employee at any time ***for Cause***. For purposes of this Agreement the term "Cause" shall mean:

(i) the Employee's repeated violations of company policies and procedures; or, commission of a dishonest or fraudulent act in connection with his employment; or, the misappropriation of Employer's property;

(ii) the death of the Employee or the inability (with, in the case of disability, reasonable accommodation) of the Employee (for any reason) to perform his duties hereunder for a continuous period of ninety (90) days (one hundred twenty [120] days in the case of disability) for reasons other than actions by the Employer;

(iii) the Employee's willful disobedience of a lawful directive of the Board (whether commission or omission);

(iv) the Employee's conviction of, or plea of *nolo contendre* to a felony;

(v) the Employee's insobriety during working hours;

(vi) the Employee's use of illegal drugs;

(vii) gross negligence or willful misconduct in the performance of the Employee's duties or responsibilities under this Agreement; or

(viii) the breach by the Employee of any of the terms of this Agreement;

provided however, that the events described in clause (viii) above shall not constitute Cause unless the Employer gives the Employee written notice of such event, and the Employee thereafter fails to cure such event within ten (10) days after receipt of such notice. Upon termination for Cause, the Employer shall have no further liability or obligation to the Employee under this Agreement or otherwise in connection with his employment hereunder, except for (i) any unpaid salary accrued through the date of termination, (ii) any unreimbursed expenses properly incurred prior to the date of termination, and (iii) rights granted to the Employee under applicable law or any employee benefit plan.

(b) The Employer may terminate the employment of the Employee at any time ***without Cause*** for any reason whatsoever. Upon termination without Cause, the Employer shall have no further liability or obligation to the Employee under this Agreement or otherwise in connection with his employment hereunder, except for (i) any unpaid salary through the Term of this Agreement which shall either be paid in one lump sum in accordance with state law or paid with the normal payroll policies of the Employer at the sole discretion of the Employer, (ii) any

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unreimbursed expenses properly documented and incurred prior to the date of termination, (iii) rights granted to the Employee under applicable law or any employee benefit plan (in accordance with the terms of any such plan), and (iv) any benefits or compensation granted Employee under any severance or separation compensation provided as part of the consideration for the **non-compete** agreement ancillary to this Agreement.

(c) The Employee may ***voluntarily terminate*** his employment at any time upon not less than two (2) weeks written notice. In such event, the Employer shall have no further liability or obligation to the Employee under the Agreement or otherwise in connection with this employment hereunder except for: (i) any unpaid salary accrued through the date of termination, (ii) any unreimbursed expenses properly incurred prior to the date of termination, (iii) rights granted to the Employee under applicable law or any employee benefit plan (in accordance with the terms of any such plan), and (iv) any benefits or compensation granted Employee under any severance or separation compensation provided as part of the consideration for the **non-compete** agreement ancillary to this Agreement.

8. Protection and Non-disclosure of confidential trade secrets and proprietary information / Intellectual Property.

(a) As used herein the term ***"Proprietary Information"*** means information, knowledge or data not generally known in the relevant trade or industry that was disclosed to or known by Employee as a consequence of or through Employee's employment with the Employer (including, without limitation, information conceived or developed by Employee), whether before or after the date of this Agreement, about:

(i) The Employer's activities, services, products, formulas, engineering drawings, military specifications on products developed for the military, computer programs and systems, trade secrets, manufacturers, compositions, inventions, discoveries, customer records, processes, information relating to research, development, inventions, work performed or to be performed for Customers (as such term is hereinafter defined), contractual agreements, lists of past, current or prospective Customers, lists of employees and salary information, marketing plans, strategies, and forecasts;

(ii) Customers' activities, plans, products, processes and services including, without limitation, information relating to business operations, employee relations, finance, qualification process for military specifications, and product or service marketing;

(iii) Vendors' (as such term is hereinafter defined) activities, plans, services, products and processes including, without limitation, information relating to business operations, employee relations, finance, qualification process for military specifications, and product or service marketing; and

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(iv) All information which Employee has a reasonable basis to know was created, modified or used and held secret by the Employer or that was accepted by the Employer from any third party under an obligation of confidentiality.

(b) As used herein the term "***Customer***" means any person or entity for whom the Employer provided services or products on or within 12 months prior to the Employee's termination of employment, including without limitation, any branch of the United States Military. As used herein the term "***Vendor***" means any third party selling or licensing a product or service to a Customer or to the Employer on or within 12 months prior to Employee's termination of employment.

(c) Employee acknowledges that the Employer has spent significant time, effort, and money to develop the Proprietary Information, which the Employer considers vital to its business and goodwill. Employee also acknowledges that the Proprietary Information will be communicated to or acquired by Employee in the course of his training by and employment with the Employer. Employee also acknowledges that Proprietary Information may have been disclosed prior to the signing of this Agreement in negotiations or prior agreements between the parties and that this information is intended to be covered by the prohibitions in this paragraph. Employee understands that Employer desires to have the services of Employee only if, in doing so, it can protect its Proprietary Information and goodwill and Employee acknowledges that he will not disclose same directly or indirectly to a third person.

(d) Employee agrees to hold all Proprietary Information in strict confidence and trust and that he shall not, at any time, disclose any Proprietary Information to any person or entity, except in the course of Employee's duties on behalf of the Employer, and shall not copy, publish, or use any Proprietary Information for the benefit of anyone or any entity other than the Employer.

(e) **Employee further expressly agrees that all intellectual property, including but not limited to, inventions, products, ideas, publications, memoranda, technical and non-technical specifications, techniques, methods, software, databases, systems, and components of systems created by Employee during the term of his Employment, whether complete or incomplete at the time of Employee's termination, and related in any way to the business of Employer and/or its affiliates, are developed or created for the sole benefit of Employer, and constitute the intellectual property of Employer; and, Employee, by his signature hereon, expressly assigns and conveys all such intellectual property and all rights to the trademark, patent or copyright of said intellectual property to Employer.**

9. Representations by employee.

Employee hereby represents and warrants to the Employer that (i) the Employee's execution and delivery of this Agreement and his performance of his duties and obligations

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hereunder will not conflict with, or cause a default under, or give any party a right to damages under, or to terminate, any other agreement to which Employee is a party or by which he is bound, and **(ii) there are no agreements or understandings that would make unlawful Employee's execution or delivery of this Agreement or his employment hereunder**.

10. Non-Competition.

In consideration of employment, education, training, the severance/separation benefits described in this Paragraph "11", and other valuable consideration set forth in this Agreement or according to the policies of Employer, Employee expressly agrees to be bound by the terms of the following covenant not to compete. ***Further, Employee acknowledges and agrees that this covenant not to compete as set forth below imposes reasonable restrictions upon Employee, provides a reasonable and necessary level of protection to Employer, and is ancillary to an otherwise enforceable agreement, specifically including but not limited to this Employment Agreement in which it is contained and the non-disclosure agreements contained in the foregoing Paragraph "9" hereof.***

(a) Employee agrees not to engage in a business in any manner similar to, or in competition with Employer or Employer's affiliated businesses during the term of his employment.

(b) Further, Employee shall not engage in a business in any manner similar to, or in competition with, the Employer's business, herein defined as the research, development, design, manufacturing, and marketing of fiber optic connectors, cabling and/or other fiber optic components for a period of two (2) years (the "Restrictive Period") from the date of termination of his employment with the Employer in the geographical area within a one hundred (100) mile radius of any present or future office opened by the Employer during the term of employment.

(c) For the purpose of this Agreement, the Employee shall be regarded as engaging in a "business in any manner similar to, or in competition with, the Employer's business" if, directly or as an independent contractor or employee of any business, the Employee is engaged in the business of research, development, design, manufacturing, and marketing of fiber optic connectors and other fiber optic components and related services or such other business or businesses as the Employer is engaged in either individually or as part of some other business entity or affiliate during the term of the Employee's employment by the Employer.

(d) During the Restrictive Period, Employee shall not request (either directly or indirectly through another person) any customers of any business then being conducted or contemplated by the Employer or its affiliates to curtail or cancel their business with the business

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or its affiliates.

(e) During the Restrictive Period, Employee shall not disclose to any person, firm, or corporation any trade, technical or technological secrets, any details of organizations or business affairs, any names of past or present customers of the Employer or its affiliates or any other information relating to the business or businesses or their affiliates.

(f) During the Restrictive Period, Employee shall not solicit, canvass, or accept any business or transaction for any other person, firm, corporation, or business similar to or directly competitive with any business of the Employer or its affiliates.

(g) During the Restrictive Period, Employee shall not induce, or attempt to influence, any employee of the Employer or its affiliates to terminate employment with the Employer or its affiliates or to enter into any employment or other business relationship with any other person (including the Employee), firm, or corporation.

(h) During the Restrictive Period, Employee shall not perform any act in violation hereof through any other person or entity, or through any plan, scheme, or design calculated to circumvent the requirements hereof.

(i) **The Employee acknowledges and agrees that the above restriction is *reasonable as to duration, the degree of protection necessary for Employer, and geographical restriction*, that it is fully enforceable, and waives any objection thereto, and covenants to institute no suit or proceeding or otherwise advance any position or contention to the contrary.**

(j) Employee recognizes that immediate and irreparable damage will result to the Employer if the Employee breaches any of the terms and conditions of this covenant not to compete and, accordingly, Employee hereby consents to the entry of temporary, preliminary, and permanent injunctive relief by any court of competent jurisdiction against him to restrain any such breach in addition to any other remedies or claims for money damages that the Employer may seek; and the Employee agrees to render an equitable accounting of all earnings, profits and other benefits arising from such violations; and to pay all costs and counsel fees incurred by the Employer in enforcing this Agreement, which rights shall be cumulative.

Company Initial:_____ Employee Initial: _______

(k) **The Employee represents and warrants to the Employer that his experience and capabilities are such that he or she can obtain employment in business without breaching the terms and conditions of this Agreement and that his obligations under the provisions of this Agreement (and the enforcement thereof by injunction or otherwise) will not prevent him from earning a livelihood.**

(l) The existence of any claim or cause of action of the Employee against the Employer, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Employer of this covenant.

(m) In the event that the Employee is in breach of any of the provisions of this Agreement as set forth above, the period of proscription from doing the act or acts that constitute a breach of this Agreement shall be extended for a period of two (2) years from the date that the Employee ceased, whether voluntarily or by court order, to engage in or do said actions.

(n) The Employee recognizes and agrees that the Employer does not have a remedy at law adequate to protect the Employer's rights and interests as set forth in this Agreement, and the Employee therefore agrees that the Employer shall have the right to an injunction enjoining the Employee from violating the provisions of this Agreement.

(o) In the event that a court of competent jurisdiction determines that this covenant not to compete is unenforceable in whole or in part for any reason, including, without limitation, the duration, scope, and remedies set forth above, then same shall not be void, but rather shall be enforced to the extent that same is deemed to be enforceable by said court, as if originally executed in that form by the parties hereto.

11. Notices.

All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given, made, and received only when personally delivered, sent by electronically confirmed facsimile transmission, delivered by Federal Express or other nationally recognized courier service, or two days after having been deposited in the United States mail, certified mail, postage prepaid, return receipt requested, to the address set forth on the signature page herein. Either party may designate a different address by giving notice of change of address in the manner provide above.

Company Initial:_____ Employee Initial: _______

12. **Waiver.**

No waiver or modification in whole or in part of this Agreement, or any term or condition hereof, shall be effective against any party unless in writing and duly signed by the party sought to be bound. Any waiver or any breach of any provisions hereof or any right or power by any party on one occasion shall not be construed as a waiver of, or a bar to, the exercise of such right or power on any other occasion or as a waiver of any subsequent breach.

13. **Binding effect; Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the Employer and its successors and assigns, and shall inure to the benefit of and be binding upon the Employee and his executors, administrators, heirs, and legal representatives. This Agreement may not be transferred, sold or assigned by the Employer. Because the Employee's duties and services hereunder are special, personal, and unique in nature, the Employee may not transfer, sell or otherwise assign his rights, obligations, or benefits under this Agreement.

14. **Controlling law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and to be performed therein, exclusive of the conflict of laws provisions thereof.

15. **Severability.**

If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect and the parties hereto shall continue to be bound thereby.

16. **Entire agreement.**

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and shall supersede all previous agreements between the parties, whether written or oral, with respect to the subject matter hereof. This Agreement cannot be modified, altered, or amended except by an instrument in writing signed by each of the parties hereto.

17. **Paragraph headings.**

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

18. **Gender, etc.**

Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

Company Initial:_____ Employee Initial: _______

19. **Number of days.**

In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturday, Sundays and holidays; provided however, that if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday, or legal holiday.

20. **Merger.**

This Agreement constitutes the entire agreement between the parties and all prior agreements, prior discussions, negotiations, and promises are merged herein.

21. **Attorney fees and costs.**

If any action at law or equity is necessary to enforce or interpret the terms of this Agreement the Employee agrees to pay the Employer reasonable attorney fees, costs, and necessary disbursements, in addition to any other relief and/or damages to which the Employer may be entitled.

[Remainder of this page intentionally left blank.]

Company Initial:_____ Employee Initial: _______

ACKNOWLEDGMENT

This acknowledgment shall be attached to and considered part of the employment agreement executed this date by and between Employer and Employee.

The Employee recognizes, understands and specifically agrees to the two (2) year restrictive covenant contained in the foregoing agreement. The Employee further acknowledges that said two (2) year restrictive covenant and the geographical limitations set forth therein are reasonable.

I UNDERSTAND AND AGREE THAT I WILL NOT COMPETE IN ANY MANNER AGAINST THE EMPLOYER, DIRECTLY OR INDIRECTLY FOR A PERIOD OF TWO (2) YEARS FROM THE TIME I LEAVE, VOLUNTARILY OR BY TERMINATION, THE EMPLOYMENT OF THE EMPLOYER.

I understand that my employment with the Employer is absolutely conditioned upon execution of this Acknowledgment and Agreement. I have fully read, understand and agree to be bound by the attached agreement and this Acknowledgment. I, , hereby further acknowledge and confirm that I have read and understand the foregoing agreement. ***I understand and acknowledge that I have the right, the time and the opportunity to have this Agreement reviewed by legal counsel of my choice prior to my execution hereof.***

IN WITNESS WHEREOF, the Employer and the Employee have executed this Agreement as of the Effective Date.

EMPLOYER:

Fiber Systems, International, Inc.,

____

(Signature of Representative)

Danette M. Porter ____________
Printed Name:

Human Resource Manager ________
Title

EMPLOYEE:

By: ____________________________
Print full legal name

____
Signature

Company Initial:_____ Employee Initial: _______